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Attorneys for Plaintiff

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA**

Laura H. Hopkins

Plaintiff,

v.

CMRE Financial Services, Inc., and
North Coast Pathology Medical
Group, Inc.

Case No.: '11CV1106 H CAB

Complaint For Damages

Jury Trial Demanded

INTRODUCTION

1. The United States Congress has found abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors, and has determined that abusive debt collection practices contribute to the number of personal bankruptcies, to marital instability, to the loss of jobs, and to invasions of individual privacy. Congress wrote the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 et seq. (hereinafter “FDCPA”), to eliminate abusive debt collection practices by debt collectors,

1 to ensure that those debt collectors who refrain from using abusive debt
2 collection practices are not competitively disadvantaged, and to promote
3 consistent State action to protect consumers against debt collection abuses.

4 2. The California legislature has determined that the banking and credit system
5 and grantors of credit to consumers are dependent upon the collection of just
6 and owing debts and that unfair or deceptive collection practices undermine
7 the public confidence that is essential to the continued functioning of the
8 banking and credit system and sound extensions of credit to consumers. The
9 Legislature has further determined that there is a need to ensure that debt
10 collectors exercise this responsibility with fairness, honesty and due regard
11 for the debtor's rights and that debt collectors must be prohibited from
12 engaging in unfair or deceptive acts or practices.

13 3. Laura H. Hopkins, ("Plaintiff"), through Plaintiff's attorneys, brings this
14 action to challenge the actions of CMRE Financial Services, Inc., and North
15 Coast Pathology Medical Group, Inc., ("Defendants"), with regard to attempts
16 by Defendants to unlawfully and abusively collect a debt allegedly owed by
17 Plaintiff, and this conduct caused Plaintiff damages.

18 4. Plaintiff makes these allegations on information and belief, with the exception
19 of those allegations that pertain to a plaintiff, or to a plaintiff's counsel, which
20 Plaintiff alleges on personal knowledge.

21 5. While many violations are described below with specificity, this Complaint
22 alleges violations of the statutes cited in their entirety.

23 6. Unless otherwise stated, Plaintiff alleges that any violations by Defendants
24 were knowing and intentional, and that Defendants did not maintain
25 procedures reasonably adapted to avoid any such violation.

26 7. For the purpose of this Complaint, unless otherwise indicated, "Defendant(s)"
27 includes all agents, employees, officers, members, directors, heirs, successors,
28

1 assigns, principals, trustees, sureties, subrogees, representatives and insurers
2 of Defendants named in this caption.

3 JURISDICTION AND VENUE

4 8. This action arises out of Defendants' violations of the Fair Debt Collection
5 Practices Act, 15 U.S.C. §§ 1692 et seq. ("FDCPA") and the Rosenthal Fair
6 Debt Collection Practices Act, California Civil Code §§ 1788-1788.32
7 ("RFDCPA").

8 9. Jurisdiction of this Court arises under 15 U.S.C. § 1692k(d) and 28 U.S.C. §
9 1331. Supplemental jurisdiction exists for the state law claims, pursuant to 28
10 U.S.C. § 1367 and Rule 18(a) of the Federal Rules of Civil Procedure.

11 10. Venue is proper in this Court because a substantial part of the claim arose in
12 California, and Defendants do business within the State of California.

13 11. Venue is proper pursuant to 28 U.S.C. § 1391.

14 PARTIES

15 12. Plaintiff is a natural person who resides in the City of Vista, County of San
16 Diego, State of California.

17 13. Plaintiff is a "consumer," as defined by FDCPA § 803, codified at 15 U.S.C. §
18 1692a(3).

19 14. Plaintiff is a "debtor" within the meaning of Civil Code § 1788.2(h), in that
20 she is a natural person from whom the defendants sought to collect a
21 consumer debt alleged to be due and owing.

22 15. Defendant CMRE Financial Services, Inc., (hereinafter "CMRE"), is a
23 corporation operating from an address of 3075 E. Imperial Hwy., Ste. 200,
24 Brea, California, 92821.

25 16. Defendant North Coast Pathology Medical Group, Inc., (hereinafter
26 "NCPMG"), is a corporation operating from an address of 910 W. San
27 Marcos, Ste. 104, San Marcos, California, 92078.
28

17. Defendant CMRE is a “debt collector,” as defined by FDCPA § 803, codified at 15 U.S.C. § 1692a(6). See, e.g., *Sayyed v. Wolpoff & Abramson*, 485 F.3d 226, 228 (4th Cir. 2007).

18. Defendant CMRE and Defendant NCPG are each a “debt collector” within the meaning of Civil Code § 1788.2(c), in that Defendants regularly and in the ordinary course of business, on behalf of themselves or others, engaged in acts and practices in connection with the collection of consumer debts, and that none of the Defendants are an attorney nor counselor at law.

19. The alleged debt which the Defendants attempted to collect from Plaintiff is a “consumer debt” within the meaning of Civil Code § 1788.2(f), in that it was incurred primarily for personal, family, or household purposes.

FACTUAL ALLEGATIONS

20. At all times relevant to this matter, Plaintiff was an individual residing within the State of California.

21. At all times relevant, Defendants conducted business within the State of California.

22. On or before March 17, 2010, Plaintiff incurred a financial obligation that was primarily for personal, family or household purposes, namely, a medical debt with Defendant NCPMG.

23. These financial obligations were primarily for personal, family or household purposes and are therefore a “debt” as that term is defined by 15 U.S.C. §1692a(5).

24. These alleged obligations were money, property, or their equivalent, which is due or owing, or alleged to be due or owing, from a natural person to another person and are therefore a “debt” as that term is defined by California Civil Code §1788.2(d), and a “consumer debt” as that term is defined by California Civil Code §1788.2(f).

- 1 25. On or about March 29, 2010, Plaintiff received a statement from Defendant
2 NCPMG claiming Plaintiff owed approximately \$337.25 on her account.
- 3 26. This communication was a “debt collection” as Cal. Civ. Code 1788.2(b)
4 defines that phrase.
- 5 27. On or about March 31, 2010, Plaintiff called Defendant NCPMG and disputed
6 her account balance. Plaintiff informed Defendant NCPMG that Plaintiff’s
7 insurance carrier, Aetna, had informed Plaintiff that her patient responsibility
8 for the statement was only \$57.90, not \$337.25. Defendant NCPMG told
9 Plaintiff they would place her account “on hold” and investigate.
- 10 28. On or about May 21, 2010, Plaintiff received another statement from
11 Defendant NCPMG. This communication was a “debt collection” as Cal. Civ.
12 Code 1788.2(b) defines that phrase.
- 13 29. This statement again stated Plaintiff owed \$337.25. This statement
14 represented the use of an unfair or unconscionable means to collect or attempt
15 to collect a debt because Defendant NCPMG was attempting to collect an
16 amount when such amount was not expressly authorized by the agreement
17 creating the debt or permitted by law. This action violated 15 U.S.C. § 1692f
18 and 15 U.S.C. § 1692f(1). Because this action violated the language in 15
19 U.S.C. § 1692f and 15 U.S.C. § 1692f(1), Defendant NCPMG violated Cal.
20 Civ. Code 1788.17.
- 21 30. On or about May 28, 2010, Plaintiff received yet another statement from
22 Defendant NCPMG. This communication was a “debt collection” as Cal. Civ.
23 Code 1788.2(b) defines that phrase.
- 24 31. This statement once again stated Plaintiff owed \$337.25. This statement
25 represented the use of an unfair or unconscionable means to collect or attempt
26 to collect a debt because Defendant NCPMG was attempting to collect an
27 amount when such amount was not expressly authorized by the agreement
28 creating the debt or permitted by law. This action violated 15 U.S.C. § 1692f

1 and 15 U.S.C. § 1692f(1). Because this action violated the language in 15
2 U.S.C. § 1692f and 15 U.S.C. § 1692f(1), Defendant NCPMG violated Cal.
3 Civ. Code 1788.17.

4 32. Sometime thereafter, but before August 2, 2010, the alleged debt was
5 consigned, placed, or otherwise transferred to Defendant CMRE for collection
6 from Plaintiff.

7 33. On or about August 2, 2011, Defendant CMRE mailed a dunning letter to
8 Plaintiff.

9 34. This action, in an attempt to collect a debt, was a “communication” as that
10 term is defined by 15 U.S.C. § 1692a(2), and an “initial communication”
11 consistent with 15 U.S.C. § 1692g(a).

12 35. This communication was a “debt collection” as Cal. Civ. Code 1788.2(b)
13 defines that phrase, and an “initial communication” consistent with Cal. Civ.
14 Code § 1812.700(b).

15 36. In this letter, Defendant CMRE attempted to collect a principal balance of
16 \$337.25, plus interest.

17 37. Through this conduct, Defendant CMRE made a false representation
18 concerning the character, amount, or legal status of a debt. Consequently,
19 Defendant violated 15 U.S.C. § 1692e(2)(A). Because this violated certain
20 portions of the federal Fair Debt Collection Practices Act as these portions are
21 incorporated by reference in the Rosenthal Fair Debt Collection Practices Act,
22 through California Civil Code § 1788.17, this conduct or omission violated
23 Cal. Civ. Code § 1788.17.

24 38. Through this conduct, Defendant CMRE also used an unfair or
25 unconscionable means to collect or attempt to collect any debt. Consequently,
26 Defendant violated 15 U.S.C. § 1692f. Defendant violated the Rosenthal Act,
27 including Cal. Civil Code § 1788.17 because Defendant CMRE’s conduct or
28 omission violated certain portions of Fair Debt Collection Practices Act.

39. Through this conduct, Defendant CMRE was also collecting an amount (including any interest, fee, charge, or expense incidental to the principal obligation) when such amount was not expressly authorized by the agreement creating the debt or permitted by law. Consequently, Defendant CMRE violated 15 U.S.C. § 1692f(1). Because this violated certain portions of the federal Fair Debt Collection Practices Act as these portions are incorporated by reference in the Rosenthal Fair Debt Collection Practices Act, through California Civil Code § 1788.17, this conduct or omission violated Cal. Civ. Code § 1788.17.

40. On or about August 8, 2010, within the thirty-day period described in 15 U.S.C. § 1692(a), Plaintiff notified Defendant CMRE in writing, that this alleged debt, or some portion of it, was disputed. Plaintiff also included a copy of the Explanation of Benefits (EOB) she received from her insurance carrier, Aetna, which explained Plaintiff's responsibility was only \$57.90.

41. On or about March 21, 2011, a representative from Defendant CMRE called Plaintiff. Defendant CMRE's representative stated that Plaintiff owed approximately \$376. The representative further stated that Plaintiff's account had been reported to the credit bureaus and the account would "not be coming off" the credit reports "until [Plaintiff] paid the bill." Plaintiff communicated to Defendant CMRE that she had already disputed the debt and never received validation.

42. By communicating with Plaintiff by mail before validating the debt, as required pursuant to 15 U.S.C. § 1692g(b), Defendant CMRE violated 15 U.S.C. § 1692g. Because this communication did not comply with 15 U.S.C. § 1692g, this communication also violated Cal. Civ. Code § 1788.17.

43. Through this conduct, Defendant CMRE made a false representation concerning the character, amount, or legal status of a debt. Consequently, Defendant CMRE violated 15 U.S.C. § 1692e(2)(A). Because this violated

1 certain portions of the federal Fair Debt Collection Practices Act as these
2 portions are incorporated by reference in the Rosenthal Fair Debt Collection
3 Practices Act, through California Civil Code § 1788.17, this conduct or
4 omission violated Cal. Civ. Code § 1788.17.

5 44. Through this conduct, Defendant CMRE also used an unfair or
6 unconscionable means to collect or attempt to collect any debt. Consequently,
7 Defendant violated 15 U.S.C. § 1692f. Defendant CMRE violated the
8 Rosenthal Act, including Cal. Civil Code § 1788.17 because Defendant
9 CMRE's conduct or omission violated certain portions of Fair Debt
10 Collection Practices Act.

11 45. Through this conduct, Defendant CMRE was also collecting an amount
12 (including any interest, fee, charge, or expense incidental to the principal
13 obligation) when such amount was not expressly authorized by the agreement
14 creating the debt or permitted by law. Consequently, Defendant CMRE
15 violated 15 U.S.C. § 1692f(1). Because this violated certain portions of the
16 federal Fair Debt Collection Practices Act as these portions are incorporated
17 by reference in the Rosenthal Fair Debt Collection Practices Act, through
18 California Civil Code § 1788.17, this conduct or omission violated Cal. Civ.
19 Code § 1788.17.

20 46. Subsequently, Plaintiff obtained a copy of her credit reports and the account
21 that Defendant CMRE had referenced was not listed.

22 47. Consequently, Defendant CMRE's statement that they had reported Plaintiff's
23 account to the credit bureaus was a false, deceptive, or misleading
24 representation or means in connection with the collection of the alleged debt.
25 As such, this action by Defendant CMRE violated 15 U.S.C. §§ 1692e and
26 1692e(10), and because this action violated the language in 15 U.S.C. §§
27 1692e and 1692e(10), it also violated Cal. Civ. Code § 1788.17.
28

- 1 48. On or about March 24, 2011, Plaintiff wrote Defendant CMRE. Plaintiff
2 again disputed the debt and asked for validation.
- 3 49. In response, on or about April 6, 2011, Defendant CMRE wrote Plaintiff a
4 letter. In this letter, Defendant CMRE stated that Plaintiff owed a total of
5 \$377.63. Included in this amount, was \$40.38 in interest.
- 6 50. Through this conduct, Defendant CMRE made a false representation
7 concerning the character, amount, or legal status of a debt. Consequently,
8 Defendant CMRE violated 15 U.S.C. § 1692e(2)(A). Because this violated
9 certain portions of the federal Fair Debt Collection Practices Act as these
10 portions are incorporated by reference in the Rosenthal Fair Debt Collection
11 Practices Act, through California Civil Code § 1788.17, this conduct or
12 omission violated Cal. Civ. Code § 1788.17.
- 13 51. Through this conduct, Defendant CMRE also used an unfair or
14 unconscionable means to collect or attempt to collect any debt. Consequently,
15 Defendant CMRE violated 15 U.S.C. § 1692f. Defendant CMRE violated the
16 Rosenthal Act, including Cal. Civil Code § 1788.17 because Defendant
17 CMRE's conduct or omission violated certain portions of Fair Debt
18 Collection Practices Act.
- 19 52. Through this conduct, Defendant CMRE was also collecting an amount
20 (including any interest, fee, charge, or expense incidental to the principal
21 obligation) when such amount was not expressly authorized by the agreement
22 creating the debt or permitted by law. Consequently, Defendant CMRE
23 violated 15 U.S.C. § 1692f(1). Because this violated certain portions of the
24 federal Fair Debt Collection Practices Act as these portions are incorporated
25 by reference in the Rosenthal Fair Debt Collection Practices Act, through
26 California Civil Code § 1788.17, this conduct or omission violated Cal. Civ.
27 Code § 1788.17.
28

COUNT I**FAIR DEBT COLLECTION PRACTICES ACT (FDCPA)****15 U.S.C. §§ 1692 ET SEQ.****AGAINST DEFENDANT CMRE**

53. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

54. The foregoing acts and omissions constitute numerous and multiple violations of the FDCPA, including but not limited to each and every one of the above-cited provisions of the FDCPA, 15 U.S.C. § 1692 et seq.

55. As a result of each and every violation of the FDCPA, Plaintiff is entitled to statutory damages in an amount up to \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A); and reasonable attorney's fees and costs pursuant to 15 U.S.C. § 1692k(a)(3) from Defendant CMRE.

COUNT II**ROSENTHAL FAIR DEBT COLLECTION PRACTICES ACT (RFDCPA)****CAL. CIV. CODE §§ 1788-1788.32****AGAINST ALL DEFENDANTS**

56. Plaintiff repeats, re-alleges, and incorporates by reference, all other paragraphs.

57. The foregoing acts and omissions constitute numerous and multiple violations of the RFDCPA, including but not limited to each and every one of the above-cited provisions of the RFDCPA, Cal. Civ. Code §§ 1788-1788.32.

58. As a result of each and every violation of the FDCPA, Plaintiff is entitled to statutory damages for a knowing or willful violation in the amount up to \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b); and reasonable attorney's fees and costs pursuant to Cal. Civ. Code § 1788.30(c) from Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against Defendants, and Plaintiff be awarded damages from Defendants, as follows:

- An award of statutory damages of \$1,000.00 pursuant to 15 U.S.C. § 1692k(a)(2)(A) against Defendant CMRE;
- An award of costs of litigation and reasonable attorney's fees, pursuant to 15 U.S.C. § 1692k(a)(3) against Defendant CMRE;
- An award of statutory damages of \$1,000.00 pursuant to Cal. Civ. Code § 1788.30(b) against all Defendants;
- An award of costs of litigation and reasonable attorney's fees, pursuant to Cal. Civ. Code § 1788.30(c) against all Defendants;
- Any and all other relief that the Court deems just and proper.

59. Pursuant to the Seventh Amendment to the Constitution of the United States of America, Plaintiff is entitled to, and demands, a trial by jury.

Respectfully submitted,

Date: 5/19/2011

MinCal Consumer Law Group

By: **s/Ehson Salaami**
Ehson Salaami, Esq.
Attorney for Plaintiff
E-mail: ehson@mincal.com

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS
Laura H. Hopkins

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorney's (Firm Name, Address, and Telephone Number)
MinCal Consumer Law Group (888-678-5550)
1630 Copa De Oro Dr., Ste. A, San Diego, CA 92037

DEFENDANTS

CMRE Financial Service, Inc., and North Coast Pathology
Medical Group, Inc.

County of Residence of First Listed Defendant Orange
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED.

Attorneys (If Known)

'11CV1106 H CAB

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|--|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated <i>or</i> Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated <i>and</i> Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 362 Personal Injury - Med. Malpractice <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input checked="" type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1692 et seq.

Brief description of cause:
FDCPA

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

SIGNATURE OF ATTORNEY OF RECORD

5/19/2011

s/Ehson Salaami

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____